

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

LUCAS HORTON

v.

EVERYTHING BREAKS, INC.

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CASE NO. 3:22-cv-02131-S-BT

JUDGMENT

On December 21, 2022, Defendant Everything Breaks, Inc. filed a Motion to Stay Litigation and Compel Arbitration. On December 28, 2022, Plaintiff Lucas Horton filed his Response to the Motion to Stay Litigation and Compel Arbitration. On January 11, 2023, Defendant Everything Breaks, Inc. filed its Reply to Plaintiff's Response. On April 4, 2023, the Honorable Rebecca Rutherford, United States Magistrate Judge, issued an Order requiring additional briefing. Plaintiff and Defendant submitted additional briefing.

United States Magistrate Judge Rutherford issued her Findings, Conclusions, and Recommendation on June 5, 2023, recommending that Defendant Everything Breaks, Inc.'s Motion to Stay Litigation and Compel Arbitration should be granted and that Plaintiff Lucas Horton's civil action be dismissed without prejudice so as to allow the matter to proceed in arbitration.

Plaintiff Lucas Horton timely objected to the Magistrate Judge's Findings, Conclusions and Recommendation. Defendant Everything Breaks, Inc. responded to those Objections. On August 11, 2023, the Court issued an Order rejecting the Findings, Conclusions, and Recommendation. In its Order, the Court ordered that a jury trial should be held solely on the issue of the existence of an arbitration agreement and that, in light of both parties' consent, United States Magistrate Judge Rutherford should preside over that trial.

On October 12, 2023, a jury consisting of six qualified jurors was duly empaneled. On October 12, 2023, this case was called to trial. Plaintiff Lucas Horton appeared *pro se* and announced ready for trial. Defendant Everything Breaks, Inc. and its counsel appeared and announced ready for trial. The case was tried on October 12, 2023.

At the conclusion of the evidence on October 12, 2023, the Court submitted a question of fact to the jury. On October 12, 2023, the Court received, filed, and entered of record the jury's answer to the Charge of the Court. The Charge of the Court is included in the file of this case. This Final Judgment incorporates all jury findings for all purposes.

The jury unanimously found that Plaintiff Lucas Horton and Defendant Everything Breaks, Inc. agreed to have any disputes between them resolved by arbitration.

The Court is of the opinion and now finds that based upon the Court's findings and the jury's verdict, judgment should be rendered as follows.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED, that Defendant Everything Breaks, Inc.'s Motion to Stay Litigation and Compel Arbitration is **GRANTED**; and it is further

ORDERED, ADJUDGED, and DECREED that the dispute between Plaintiff Lucas Horton and Defendant Everything Breaks, Inc. be resolved by arbitration as agreed to between them; and it is further

ORDERED, ADJUDGED, and DECREED that this civil action be **DISMISSED WITHOUT PREJUDICE** so as to allow the matter to proceed in arbitration.

SIGNED on the 26th day of October, 2023.



KAREN GREN SCHOLER
UNITED STATES DISTRICT JUDGE

AGREED AS TO FORM:

By: /s/Lucas Horton *with permission

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PLAINTIFF PRO SE

**AGREED AS TO FORM AND SUBSTANCE,
AND ENTRY REQUESTED:**

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